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Attorney for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CORVETTE DENISE ARDISON

Civil No. C-15-cv-03401 EDL

Plaintiff,

v.

STIPULATION AND ORDER FOR
AWARD OF ATTORNEY'S FEES
PURSUANT TO THE EQUAL ACCESS
TO JUSTICE ACT, 28 U.S.C.
2412(d)

CAROLYN W. COLVIN,
Commissioner of Social Security

Defendant.

IT IS HEREBY STIPULATED by and between the parties through
their undersigned counsel, subject to the approval of the Court,
that Plaintiff be awarded attorney fees under the Equal Access to
Justice Act (EAJA), 28 U.S.C. 2412 (d), in the amount of SEVEN
THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), and costs under 28
U.S.C 1920 in the amount of FOUR HUNDRED DOLLARS (\$400.00).
These amounts represents costs and compensation for all legal
services rendered on behalf of Plaintiff by Counsel in connection
with this civil action, in accordance with 28 U.S.C 2412(d) and
1920.

After the Court issues an order for EAJA fees to Plaintiff,
the government will consider the matter of assignment of EAJA

1 fees to Plaintiff's Counsel. The retainer agreement containing
2 the assignment is attached as exhibit 1. Pursuant to Astrue v.
3 Ratliff, 130 S.Ct. 2521, 2529 (2010), the ability to honor the
4 assignment will depend on whether the fees are subject to any
5 offset allowed under the United States Department of the
6 Treasury's Offset Program. After the order for EAJA fees is
7 entered, the government will determine whether they are subject
8 to any offset.

9 Fees shall be made payable to Plaintiff, but if the
10 Department of the Treasury determines that Plaintiff does not owe
11 a federal debt, then the government shall cause the payment of
12 fees, expenses and costs to be made directly to Plaintiff's
13 Counsel, pursuant to the assignment executed by Plaintiff. Any
14 payments made shall be delivered to Plaintiff's Counsel.

15 This stipulation constitutes a compromise settlement of
16 Plaintiff's request for EAJA attorney fees, expenses, and costs,
17 and does not constitute an admission of liability on the part of
18 Defendant under the EAJA. Payment of the agreed amount shall
19 constitute a complete release from, and bar to, any and all
20 claims that Plaintiff or Plaintiff's Counsel may have relating to
21 EAJA attorney fees and expenses and costs in connection with this
22 action.

23 Plaintiff's Counsel does not intend to seek Social Security
24 Act attorney fees under 42 U.S.C 406 for services performed in
25 United States District Court.

26 Respectfully submitted,

27 Dated: August 18, 2016

/s/ Glenn M. Clark

GLENN M. CLARK

Attorney for Plaintiff

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Dated: August 18, 2016 BRIAN J. STRETCH
United States Attorney
DEBORAH LEE STACHEL
Acting Regional Chief Counsel, Region IX
Social Security Administration

By /s/ Annabelle J. Yang
ANNABELLE J. YANG
Special Assistant U.S. Attorney
(by email authorization)
Attorneys for Defendant

APPROVED AND SO ORDERED:

Dated: August 19, 2016


ELIZABETH D. LAPORTE
United States Magistrate Judge

SOCIAL SECURITY CONTINGENCY FEE CONTRACT

By my signature below, I, Corvette Ardison
 hereby employ Glenn M. Clark to represent me in my claim before the
June 2011 Social Security Administration for benefits arising on or about
 as a result of disability. Said attorney
 agrees to provide a qualified attorney to devote his/her full
 professional ability to this matter for a fee which will depend on
 the outcome of the claim. If nothing is recovered, said attorney
 will receive no compensation for services rendered.

We agree that if SSA favorably decides the claim[s], I will pay my
 representative a fee equal to the lesser of 25 percent of the past-
 due benefits resulting from my claim[s] or \$6,000.

My representative and I understand that for a fee to be payable,
 the Social Security Administration (SSA) must approve any fee my
 representative charges or collects from me for services my
 representative provides in proceedings before SSA in connection
 with my claim[s] for benefits.

[For Title II benefits] We understand that Social Security past
 due benefits are the total amount of money to which I **[and any
 auxiliary beneficiary(ies)]** become entitled through the month
 before the month SSA effectuates a favorable administrative
 determination or decision on my claim.

[For Title XVI benefits] We understand that Supplemental Security
 Income past-due benefits are the total amount of money for which I
 become eligible through the month SSA effectuates a favorable
 administrative determination or decision on my claim.

[For concurrent Titles II and XVI benefits] We understand that
 Social Security past-due benefits are the total amount of money for
 which I become eligible through the month SSA effectuates a
 favorable administrative determination or decision on my Social
 Security claim and that Supplemental Security Income (SSI) past-due
 benefits are the total amount of money for which I become eligible
 through the month SSA effectuates a favorable decision on my SSI
 claim. We further understand that the fee for both claims may not
 exceed the lesser of \$6,000, or 25 percent of the combined past-
 due benefits.

Said attorney may, at his or her discretion, order medical and
 other records and employ physicians and other experts. The expense
 of these items is called "costs". Costs expended in bringing the
 case to hearing, rehearing, or judgment are normally to be paid by
 the Client. However, from time to time, attorney may pay part or
 all of the costs. Costs paid by attorney are to be added to the

fee set forth above and paid to attorney, if Social Security favorably decides the claim(s). In the event the claim is not favorably decided, attorney shall receive nothing for costs paid. Since costs paid by attorney are added to the percentage fee if Social Security favorably decides the claim(s), costs do not affect the attorney fee but do reduce the Client's recovery.

Associate counsel may be employed at the discretion of and expense of said attorney. Client consents to said attorney gathering medical and other information regarding Client and disclosing such information to Social Security and to experts, investigators, or associate counsel employed by said attorney. Said attorney may withdraw at any time upon giving reasonable notice.

The percentage fee provided for in this agreement does not include representation before United States courts. In the event Client's claim is denied by the Social Security Administration and Attorney files suit on Client's behalf in United States District Court, Attorney will charge an additional fee for representation in federal court. In the event a court awards fees under the Equal Access to Justice Act, Attorney and Client agree that such award shall constitute the fee for representation in federal court and shall be assigned and paid directly to Attorney.

I understand and agree that the attorney may dispose of my file and all papers 3 years after the attorney closes my case.

We have both received signed copies of this agreement.

Retainer:  Date paid: _____

Dated: 4/22/14 Client: Coxiella Ardison

Attorney: 
Glenn M. Clark